

CONTRACT ASSIGNMENT AGREEMENT

This Contract Assignment Agreement (this "Agreement") is dated as of 4/30/2011 2011 (the "Effective Date"), by and among Northrop Grumman Systems Corporation, a Delaware corporation ("Seller"), HP Enterprise Services, LLC, a Delaware limited liability company ("Buyer") and the County of San Diego acting through its Chief Administrative Officer and Purchasing Agent ("CoSD").

RECITALS

A. Seller and CoSD have entered into that certain Information Technology and Telecommunications Service Agreement between CoSD and Northrop Grumman Information Technology, Inc. (predecessor in interest to Seller), dated January 24, 2006, as amended from time to time, pursuant to which Seller provides certain services to CoSD including, without limitation, information technology and telecommunications services (the "Contract"). A copy of the Contract was made available to Buyer prior to the date hereof and is incorporated herein by this reference into this Agreement.

B. Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of April 12, 2011 (the "Asset Purchase Agreement"), pursuant to which the Contract and certain Seller assets primarily used in performing the Contract are transferred to Buyer.

C. Pursuant to the Asset Purchase Agreement, Seller has agreed to assign its interest as "Contractor" under the Contract to Buyer, and Buyer desires to assume Seller's obligations as "Contractor", subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. Assignment and Release. Effective as of the day immediately following the Effective Date, (a) Seller does hereby irrevocably sell, assign, convey and deliver to Buyer all of Seller's rights, title and interests in, to and under the Contract that accrue after the Effective Date, (b) Seller hereby delegates and assigns its obligations, duties and liabilities under the Contract to Buyer on the terms and conditions set forth herein, and (c) CoSD hereby releases Seller from its obligations, duties and liabilities under the Contract, except as follows:

A. Seller shall remain responsible and liable regarding the performance of its disentanglement obligations generally as contained in Article 6 (Disentanglement) of the Contract as supplemented by the transition services set forth on Exhibit A and the CoSD Transition Plan attached as Exhibit B, until such point that Seller has successfully completed all of the activities requested by Buyer in accordance with Exhibit A and CoSD has notified Seller and Buyer in writing that the transition has been successfully completed; provided, however, that with respect to: (i) Section 6.3.1 of the Contract, Exhibit B is being provided by Buyer in lieu of a Disentanglement Plan by Seller and (ii) Section 6.3.5 of the Contract, Seller has caused software maintenance to be available to CoSD by providing the source

code, documentation and rights to make derivative works to Buyer pursuant to a license between Buyer and Seller.

B. Seller shall remain responsible for those obligations that survive the expiration of the Contract (as between Seller and CoSD) as set forth in Section 24.18 (Survival); and

C. Seller shall remain responsible for its liabilities under the Contract in connection with any disputes that have not been resolved between CoSD and Seller as of the Effective Date.

The parties hereto acknowledge and agree that any amounts that have been billed by Seller to CoSD prior to the date hereof under the Contract shall be timely paid by CoSD to Seller, unless being disputed by CoSD in good faith.

2. Assumption. Effective as of the day immediately following the Effective Date, Buyer (a) does hereby accept the foregoing sale, transfer, assignment, conveyance and delivery of all of Seller's right, title and interest in and to the Contract, (b) hereby assumes and agrees to pay, perform and discharge fully as and when due, as a direct obligation to Buyer, all obligations, liabilities and conditions imposed on Seller under the Contract, (c) agrees to be bound by and to perform the Contract in accordance with the terms and conditions contained in the Contract and (d) in accordance with Section 24.5(b)(i) of the Contract, agrees to never exercise its rights under the Contract in a manner that would encumber, impede, hinder, or otherwise adversely impact CoSD's ability to receive the full benefit of the services contemplated under the Contract or to exercise any of its rights or remedies to the full extent permitted under the Contract.

3. Consent and Extension.

3.1 Pursuant to the requirement set forth in Section 24.5 of the Contract that Seller may only assign, sell, delegate, or otherwise dispose of its rights and obligations under the Contract with the prior written consent of CoSD, and except as otherwise set forth and described in this Agreement, including but not limited to Paragraph 1 hereof, CoSD (i) hereby irrevocably consents to and accepts the assignment by Seller, and assumption by Buyer, of Seller's interest, rights, obligations, duties and liabilities under the Contract, (ii) hereby releases and discharges Seller from its obligations, duties and liabilities under the Contract, and (iii) recognizes Buyer as Seller's successor in interest in and to the Contract. As of the day following the Effective Date, the term "Contractor" as used in the Contract, shall refer to Buyer.

3.2 CoSD, by its execution of this Agreement, hereby delivers written notice of CoSD's extension of the Initial Term (as defined in the Contract) for a renewal period of five (5) years in accordance with Section 17.1.3 of the Contract (with Buyer as the Contractor).

4. Conditions to Assignment. This Agreement and the assignment and assumption of the Contract to be effected hereby are expressly conditioned on the closing (the "Closing") of the transactions contemplated by the Asset Purchase Agreement.

5. No Waiver. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed as a waiver of any rights of (a) CoSD against Seller or Buyer or (b) Seller or Buyer against CoSD.

6. Representations.

6.1 Buyer. Buyer represents to CoSD and Seller that (a) Buyer has full legal right, power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated by this Agreement have been duly authorized by Buyer, (c) assuming due execution and delivery of this Agreement by CoSD and Seller, this Agreement constitutes a valid, binding and enforceable agreement of Buyer, except that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application now or hereafter in effect relating to the enforcement of creditors' rights generally and except that the remedies of specific performance, injunction and other forms of equitable relief are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought and (d) no consent or approval of any person or entity is necessary for Buyer to enter into this Agreement.

6.2 CoSD. CoSD represents to Buyer and Seller that (a) CoSD has full legal right, power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement by CoSD and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by CoSD, (c) assuming due execution and delivery of this Agreement by Buyer and Seller, this Agreement constitutes a valid, binding and enforceable agreement of CoSD, except that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application now or hereafter in effect relating to the enforcement of creditors' rights generally and except that the remedies of specific performance, injunction and other forms of equitable relief are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought and (d) no consent or approval of any person or entity is necessary for CoSD to enter into this Agreement.

6.3 Seller. Seller represents to CoSD and Buyer that (a) Seller has full legal right, power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement by Seller and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by Seller, (c) assuming due execution and delivery of this Agreement by Buyer and CoSD, this Agreement constitutes a valid, binding and enforceable agreement of Seller, except that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws of general application now or hereafter in effect relating to the enforcement of creditors' rights generally and except that the remedies of specific performance, injunction and other forms of equitable relief are subject to certain tests of equity jurisdiction, equitable defenses and the discretion of the court before which any proceeding therefor may be brought and (d) no consent or approval of any person or entity is necessary for Seller to enter into this Agreement.

7. No Amendment. Except as modified hereby, all of the terms and provisions of the Contract shall remain in full force and effect.

8. Transition. In connection with the assignment of the Contract from Seller to Buyer, (a) Seller shall perform the transition services described on Exhibit A, and (b) Buyer shall complete the transition in accordance with the CoSD Transition Plan attached as Exhibit B. In accordance with Section 4.12 of the Contract, CoSD intends to establish Critical Milestones for the CoSD Transition Plan as set forth on Exhibit B.

9. Disputes.

9.1 NAS Dispute Settlement. Buyer provided to Seller certain shared storage services to a centralized and consolidated storage environment for end-user data including the Network Attached Storage. Buyer and Seller have settled all claims arising from the NAS dispute. Neither Buyer nor Seller shall seek payment in respect of the NAS dispute from CoSD.

9.2 Oracle License Fee Dispute Resolution. Prior to the Effective Date, Seller and CoSD had a dispute pending under Section 23.1 of the Contract regarding the fee to be applied to certain Oracle licenses (the "Oracle License Fee Dispute"). Seller hereby withdraws its dispute, and Seller and CoSD agree that the Oracle License Fee Dispute is settled.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter and constitutes (along with other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter; provided, however, that this Agreement shall not modify any of the rights or obligations of Buyer and Seller in the Asset Purchase Agreement, and in the event of any conflict (as between Buyer and Seller) between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall control, nor shall it modify any of the rights or obligations between Seller and CoSD in the Contract, except as expressly set forth herein.

10.2 Notices. All notices, consents and other communications required or permitted by this Agreement shall be in writing and shall be (a) delivered to the appropriate address by hand, by nationally recognized overnight service or by courier service (costs prepaid); (b) sent by facsimile or e-mail, or (c) sent by registered or certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other parties):

If to Seller to:

Office of General Counsel
Northrop Grumman Information Technology, Inc.
1840 Century Park East
Los Angeles, CA 90067
Attention: Sheila C. Cheston, Esq.
Facsimile No.: (310) 556-4556
Email: sheila.cheston@ngc.com

and

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Northrop Grumman Information Systems
7575 Colshire Drive
Room 8036W
McLean, VA 22102
Attention: Edgar A. Smith, Esq.
Facsimile: (703) 556-1681
Email: edgar.smith@ngc.com

with a copy (which shall not constitute notice) to:

Sheppard Mullin Richter & Hampton LLP
333 South Hope St., 43rd Floor
Los Angeles CA, 90071
Attention: Lawrence M. Braun, Esq.
Facsimile: (213) 443-2814
Email: Lbraun@sheppardmullin.com

If to Buyer to:

HP Enterprise Services, LLC
13600 EDS Drive
MS: A6S-B21
Herndon, Virginia 20171
Attention: Senior Executive for HPES State & Local

with a copy to:

HP Enterprise Services, LLC
13600 EDS Drive
Herndon, Virginia 20171
Attention: Deputy General Counsel, USPS

if to CoSD:

County of San Diego
Chief Information Officer
1600 Pacific Highway
Room 306F
San Diego, CA 92101
Facsimile Number: (619) 685-2427

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with a copy to

County of San Diego
County Counsel
1600 Pacific Highway
Room 355
San Diego, CA 92101
Facsimile Number: (619) 531-5506

All notices, consents, waivers and other communications shall be deemed to have been duly given (as applicable): if delivered by hand, when delivered by hand; if delivered by overnight service, when delivered by nationally recognized overnight service; if delivered by courier, when delivered by courier; if sent via registered or certified mail, five (5) business days after being deposited in the mail, postage prepaid; or if delivered by email or facsimile, when transmitted if transmitted without indication of delivery failure prior to 5:00 p.m. local time for the recipient (and if transmitted without indication of delivery failure after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent business day).

10.3 Modifications; Waiver; Remedies Cumulative. No provision of this Agreement may be amended, supplemented, waived or otherwise modified except by a written agreement executed by all of the parties hereto. The rights and remedies of the parties hereunder are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

10.4 Expenses. Except as otherwise provided in this Agreement, each party will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement. If this Agreement is terminated, the obligation of each party to pay its own fees and expenses will be subject to any rights of such party arising from a breach of this Agreement by any other party hereto.

10.5 Assignments, Successors and No Third Party Rights. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties any legal or equitable right, remedy or claim under or with respect to any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this paragraph.

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10.6 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

10.7 Governing Law. This Agreement will be governed by and construed under the internal laws of the State of California applicable to a contract made and performed in that state, without regard to choice of law or conflict of law principles.

10.8 Jurisdiction; Venue. The parties hereto agree that all Actions arising out of, related to or in connection with this Agreement shall be initiated and tried exclusively in the State and Federal courts located in County of San Diego, State of California. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this Section. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in County of San Diego, State of California shall have in personam jurisdiction and venue over each of them for the purposes of litigating any dispute, controversy or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section in the manner set forth in Section 8.2 of this Agreement for the giving of notice. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by applicable law.

10.9 Attorneys' Fees. If any action is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.

10.10 Execution of Agreement. This Agreement may be executed in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment. Any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes, and all such counterparts shall together constitute one and the same instrument.

10.11 Number and Gender; Headings. Each number and gender shall be deemed to include each other number and gender as the context may require. The heading and caption contained in this Agreement shall not constitute a part thereof and shall not be used in its construction or interpretation.

10.12 Construction. The parties are sophisticated and have been represented by lawyers throughout the negotiations of this Agreement who have carefully negotiated the provisions hereof, and, accordingly, each party agrees that no presumption for or against any party arising out of drafting all or any part of this Agreement, including, without limitation, the presumptions of California Civil Code Section 1654, will apply or be applied in any action concerning, connected to,

or involving this Agreement, and no provision of this Agreement shall be construed for or against any party on the ground that such party drafted that provision of the Agreement. In furtherance of such intention, each party expressly waives and relinquishes in connection with this Agreement any and all rights such party may have pursuant to any laws, common laws, principles or rules relating to interpreting the language of a contract against the drafter, and hereby further agrees not to assert any such laws, common laws, principles or rules in any proceedings between or among any parties hereto or their respective affiliates.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract Assignment Agreement to be executed and delivered as of the day and year first above written.

"Seller"

NORTHROP GRUMMAN SYSTEMS CORPORATION,
a Delaware corporation

By: Karin O. Flanagan
Name: Karin Flanagan
Title: Vice President, Mergers & Acquisitions

"Buyer"

HP ENTERPRISE SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

"CoSD"

COUNTY OF SAN DIEGO

By: Winston F. McColl
Name: WINSTON F. MCCOLL
Title: Director

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY [Signature]
SENIOR DEPUTY

IN WITNESS WHEREOF, the parties hereto have caused this Contract Assignment Agreement to be executed and delivered as of the day and year first above written.

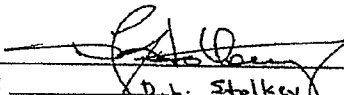
"Seller"

NORTHROP GRUMMAN SYSTEMS CORPORATION,
a Delaware corporation

By: _____
Name: _____
Title: _____

"Buyer"

HP ENTERPRISE SERVICES, LLC,
a Delaware limited liability company

By: 
Name: D.J. Stalkey
Title: SVP, GM HP ES

"CoSD"

COUNTY OF SAN DIEGO

By: _____
Name: _____
Title: _____

Exhibit A

Transition Services

Task/Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	121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Activity	Frequency	Duration	Start Date	End Date	Start Time	End Time	Day	Month	Year	Resource	Cost	Notes
Recommendation - Infrastructure support in the area of Desktop Project Management	1	40	40	40	40	40				Knowledge Transfer to HP resource	4,400.50	17,683.00
Recommendation - Infrastructure support in the area of Desktop Project Management	1	40	40	40	40	40				Knowledge Transfer to HP resource	3,307.65	13,230.61
Recommendation - Infrastructure support in Service Operations at CAC	1	40	40	40	40	40				Knowledge Transfer to HP resource	3,847.08	15,388.31
Recommendation - Infrastructure support in the area of service reporting	1	40	40	40	40	40				Knowledge Transfer to HP resource	2,803.34	11,632.96
Workbench	1	40	40	40	40	40				Knowledge Transfer to HP resource	2,449.76	9,799.03
Application Library	1	40	40	40	40	40				Knowledge Transfer to HP resource	5,932.01	23,808.03
Shared Services	1	40	40	40	40	40				Knowledge Transfer to HP resource	0	0
Recommendation - Applications Technical Leads for DIA	1	40	40	40	40	40				Knowledge Transfer to HP resource	3,345.49	21,381.59
Recommendation - Applications Technical Leads for Web	1	40	40	40	40	40				Knowledge Transfer to HP resource	4,206.20	16,824.79
Recommendation - SNE ATL for PRQ	1	40	40	40	40	40				Knowledge Transfer to HP resource	4,434.97	17,855.86
LI000506	1	40	40	40	40	40				Knowledge Transfer to HP resource	0	0
PRQ	1	40	40	40	40	40				Knowledge Transfer to HP resource	0	0

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APR 12 REC'D

Item	Quantity	Unit	Material	Rate	Amount	Notes
Threat Attorney	1					There is no bill for the DA. Two purchased labor personnel support DA. PCs with Attorney. Names are attached at back and David Hupert
Web App/Architecture	4			5,966.32	23,865.28	
Billing Charge-back	4					
Receivables - MAXL Reporting	4			6,713.29	26,853.15	Amount made at 20 hours per week. will be required to support HQ tracking also
Billing Charge-back	4			3,912.38	15,649.53	
Receivables - MAXL Reporting	3			8,220.85	24,662.54	Based on total hours requested and 20 hours per week. 5 day trips to San Diego, 20 hours will be required to support support
Labir/ Trucking	4			3,774.62	15,098.47	
Third Party Contracts	4			2,241.68	8,966.71	
CLPA	4					
Asset and Licensing	4			1,509.82	6,039.30	
Reporting	4			3,870.24	15,481.35	
Web/Cloud	4			2,896.15	11,584.59	
Configuration Mgmt	4			2,128.61	8,514.42	
Quality Assurance	4			4,399.03	17,596.12	
Capacity and Performance	4			4,254.11	17,016.44	
	0					

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W02-1WEST-LSWC1403-027031.4

APR 12 REC'D

Transition Plan									
Task	Start Date	End Date	Owner	Status	Dependencies	Resources	Notes	Comments	Approval
1. Identify key resources for Desktop Applications and Client Professional Services (CPS) and assign them to the project.									
2. Key resources from H&I for each of the transition areas to meet and be available during the transition period in addition to those in contact from the transition team.									
3. Key resources from Attalla for Applications to meet and be available during the transition period in addition to those in contact from the transition team.									
4. Pre Day 1, Any Attalla resources working in transition. HP to be responsible to pay for the transition only activities above 140. Personnel at the Attalla site for the transition. Attalla personnel under the Contract. Post Day 1 HP responsible to pay for any Attalla resources required to support the contract during the transition period in the H&I. HP to provide NG list of these resources on 4/1/11.									

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A-5

APR 12 REC'D

Item	Description	Unit Price	Quantity	Price	Price for one month of support assumes NG SME available to return as purchased labor
myRequest	Access/Right to use for duration of HP Prime Contract or until SW is replaced by HP Product	Duration of HP Prime Contract	Cost: Billing Mechanism: Frequency	myRequest will be licensed pursuant to the License Agreement. Charge will be used to support HP to understand architecture and interface. Fees are for up to 160 hours per month.	32,826.99
AccSight tool	Right to use until HP product is operational and in production or until approval received from County to shutdown	Varies		AccSight is part of the Security Service offering that NG provides through the NG CMOC. NG is prepared to continue services as part of the APA. This is a network security monitoring service.	16,621.40
NG Laptops	Ability to copy/transfer all County related data to new HP laptops or a soft copy of the data delivered to HP	Prior to day 1		NG laptops will be put in local (COE) Impound for 30 days during which HP may request extracts of information should it be required. This is the internal support cost for impounding the machines for 1 month. Buyer to notify NG no later than 4/25 as to whether HP wants this service (if so notified, then we will not impound the laptops and no fee will be due). We can pro rate per user as well.	27,681.84
Cloud Support	Access to and support from NG Leveraged personnel (Mountain)	Varies		NG personnel will support on-going O&M and be available to perform knowledge transfer to HP. This is a service provided by a leveraged resource center. This is a leveraged service. Individual people are not committed. This is a resource pool. HP will receive up to 180 hrs/ month for this fee.	17,220.00
Note: Parties agreed that Buyer shall shadow Seller's procurement personnel during the week of 4/11 and on 4/18 the parties will determine what purchase order support will be required during transition. Seller will provide pricing for such requested services.		4/11/2011 - 4/18/11			

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Exhibit B

CoSD Transition Plan

See attached.

ID	WBS	Task Name	Finish
1		1 Planning Milestones	Sun 6/1/11
2	1.1	Start due diligence and transition work	Tue 2/15/11
3	1.2	Assets Purchase Agreement Signed (APA)	Sun 4/10/11
4	1.3	Service Commencement under new Agreement	Sun 5/1/11
5	2	Program Startup	Thu 5/28/11
60	3	Human Resource Transition	Fri 7/15/11
82	3.6	Employee communication & consultation prepared	Mon 5/2/11
113	3.6.5	Communication Plan/Strategy	Mon 5/2/11
129	3.6.5.16	Communicate APA Decision to affected parties	Tue 4/12/11
131	3.6.5.18	Day 1 Town Hall Presentation	Mon 5/2/11
132	3.6.6	Interview Schedule	Fri 4/15/11
136	3.6.6.4	Interview Team onsite to conduct interviews	Thu 4/14/11
137	3.6.6.5	Interview Team make hiring decision	Fri 4/15/11
234	4	Facilities Transition	Thu 4/28/11
239	4.5	Near Term Facilities Decision/Agreement Complete	Sun 4/10/11
240	5	Third Party Agreements	Thu 8/30/11
251	5.11	Day 1 3rd Party Agreements in Place	Sun 5/1/11
252	5.12	Third Party Transition Complete	Thu 6/30/11
253	6	Desktop Transition	Fri 6/24/11
274	6.3	Desktop Transition	Fri 6/24/11
333	6.3.2	Support Processes	Fri 6/10/11
360	6.3.2.13	Support Process Review and Revision Complete	Fri 6/24/11
381	6.3.3	Tools	Fri 6/24/11
404	6.3.3.23	Tools Review and Requisitioning Complete	Fri 6/10/11
405	6.3.4	Supply Chain	Fri 6/10/11
429	6.3.4.5	Review and Adjust Refresh Cycle	Fri 5/27/11
437	6.3.4.8.8	Refresh Cycle and Catch-up Plan Complete	Fri 5/27/11
438	6.3.4.7	Supply Chain Process Review and Revision Complete	Fri 5/27/11
439	6.3.5	Planning / Implementation	Fri 6/10/11
446	6.3.5.7	Desktop Tower - Month 1 MASL Monitoring and Reporting	Fri 6/10/11
450	6.3.5.7.4	Desktop Services Month 1 MASL Monitoring and Reporting Complete	Fri 6/10/11
452	7	Architecture	Fri 7/8/11
511	7.3	Processes	Fri 7/8/11
512	7.3.1	Technology Office Operating Model	Mon 5/16/11
513	7.3.1.1	Technology Office Operating Model Complete	Mon 5/16/11
516	7.3.4	Transition Key Processes and Documents	Fri 7/8/11
523	7.3.4.7	Process Review and Revision Complete	Fri 7/8/11
524	7.4	Tools	Fri 5/27/11
529	7.4.2	Architecture Services Tools	Fri 5/27/11

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ID	WBS	Task Name	Finish
535	7.4.2.6	Tools Review and Revision Complete	Fri 8/27/11
544	8 Account PMO		Tue 7/12/11
571	8.5	Portfolio Management Implementation	Tue 7/12/11
577	8.5.2	Account PMO operating model	Mon 5/18/11
581	8.5.2.4	Account PMO operating model complete	Mon 5/18/11
582	8.5.3	Project Management tool Implementation (temporary SharePoint)	Fri 4/29/11
587	8.5.3.5	Project Management tool implemented (Sharepoint)	Fri 4/29/11
588	8.5.4	Work Request Process	Mon 5/2/11
590	8.5.4.2	Work request list reviewed and incorporated into APMO	Mon 5/2/11
598	8.5.6	Transfer in-flight projects/Critical Milestones to APMO	Tue 7/12/11
599	8.5.6.1	Per-Day 1 (Key Apps/Critical Milestones) Project HealthChecks Complete	Sun 5/1/11
800	8.5.6.2	Group 2 (PREPP List, Desktop) - Post Day 1 Project HealthChecks Complete	Mon 5/9/11
801	8.5.6.3	Group 3 (Data Center, ATT) - Post Day 1 Project HealthChecks Complete	Tue 7/12/11
606	8.5.7	APMO Operational	Mon 5/30/11
626	8.7	Program PMO Implementation (PPM practice)	Mon 6/6/11
632	8.7.2	Processes	Mon 6/6/11
650	8.7.2.18	Key processes deployed to PMs	Mon 6/6/11
652	8.8	COSD Account Governance	Thu 6/2/11
655	8.8.3	Updated COSD Governance model	Sun 5/1/11
656	9 Security		Sun 5/1/11
666	9.3	People/Staffing	Mon 7/11/11
730	9.3.15	Security Delivery Team Transition and Orientation	Tue 6/28/11
736	9.3.15.6	Security Delivery Team Transition and Orientation Complete	Tue 6/27/11
738	9.4	Processes	Tue 5/31/11
746	9.4.8	2nd Qtr Security Test Plan Results (Scans/Reports)	Mon 7/11/11
748	9.4.10	Process Review and Revision Complete	Mon 7/11/11
749	9.5	Tools	Mon 7/11/11
768	9.5.3	Tools Review and Revision Complete	Mon 5/16/11
783	10 Cross Functional Transition Plan		Mon 5/16/11
794	10.3	Transition	Thu 7/28/11
806	10.3.2	Asset Management	Thu 7/21/11
848	10.3.2.3	Tools	Thu 8/9/11
857	10.3.2.3.9	Tools transfers and updates completed	Wed 8/8/11
892	10.3.8	Reporting	Thu 8/9/11
939	10.3.6.4	Month 1 Contract Deliverables	Mon 5/30/11
940	10.3.6.4.1	Schedule 5 required reports provided to CoSD per scheduled dates	Mon 5/30/11
943	10.3.7	Workflow/OIPC	Wed 6/15/11
976	10.3.7.2	Process	Wed 5/11/11
983	10.3.7.2.7	Process Updates Completed	Wed 5/11/11

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ID	WBS	Task Name	Finish
984	10.3.7.3	Tools	Tue 8/7/11
983	10.3.7.3.9	Tools transition Completed	Wed 8/18/11
1060	10.3.9	Contract Management	Mon 7/18/11
1074	10.3.9.2	Process	Mon 7/11/11
1080	10.3.9.2.6	Updated Standards and Procedures Manual with new POC and info.	Mon 7/11/11
1104	10.3.10	Billing/Chargeback	Thu 7/21/11
1158	10.3.10.5	Month 1 Invoice	Mon 8/15/11
1159	10.3.10.5.1	Chargeback draft invoice to the customer by 10th of the month	Tue 8/10/11
1160	10.3.10.5.2	Chargeback final invoice to the customer by the 15th of the month	Mon 8/15/11
1161	10.3.10.8	Month 2 Invoice	Wed 8/10/11
1162	10.3.10.8.1	Chargeback draft invoice to the customer by 10th of the month	Wed 8/10/11
1163	10.3.10.8.2	Chargeback final invoice to the customer by the 15th of the month	Wed 8/15/11
1168	11	Network Transition (AT&T)	Fri 8/24/11
1174	11.2	Kick-off Session with AT&T to discuss NG/HP Transfer	Thu 4/7/11
1176	11.4	Assign NG contract with AT&T	Fri 4/29/11
1177	11.5	Governance Model with AT&T	Fri 5/27/11
1183	12	Application Transition	Tue 7/28/11
1194	12.3	People	Thu 8/30/11
1277	12.3.9	Delivery Team Transition and Orientation	Thu 8/18/11
1284	12.3.9.7	Delivery Team Transition and Orientation Complete	Fri 8/27/11
1285	12.4	Processes	Tue 7/26/11
1286	12.4.1	Knowledge Transfer	Tue 7/26/11
1292	12.4.1.2	PSG Applications Key Documentation Review	Wed 8/25/11
1296	12.4.1.2.4	PSG Applications Key Documentation Review Complete	Wed 8/25/11
1297	12.4.1.3	CSG Applications Documentation Review	Wed 8/25/11
1301	12.4.1.3.4	CSG Applications Key Documentation Review Complete	Wed 8/25/11
1302	12.4.1.4	LUEG Applications Documentation Review	Mon 8/20/11
1306	12.4.1.4.4	LUEG Applications Key Documentation Review Complete	Mon 8/20/11
1307	12.4.1.6	FG3 Applications Documentation Review	Mon 8/20/11
1311	12.4.1.6.4	FG3 Applications Key Documentation Review Complete	Mon 8/20/11
1312	12.4.1.6	Shared Services Applications Documentation Review	Mon 8/20/11
1316	12.4.1.6.4	Shared Services Applications Documentation Review Complete	Fri 7/15/11
1317	12.4.2	Support Process Validation	Fri 7/15/11
1327	12.4.2.6	Review of Applications Key Support Processes Complete	Tue 8/21/11
1328	12.6	Tools	Tue 8/21/11
1339	12.6.4	Transition of Applications Support Tools Complete	Wed 7/18/11
1363	13	Transition Complete	Mon 5/23/11

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